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No. 81-523

In the Supreme Court

OF THE

United States

OCTOBER TERM, 1982

CONTAINER CORPORATION OF AMERICA,
Appellant,

vs.

FRANCHISE TAX BOARD,
Appellee.

On Appeal from the Court of Appeal of the State of California for the First Appellate District

JOINT APPENDIX: EXHIBITS

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APPEAL DOCKETED SEPTEMBER 14, 1981
PROBABLE JURISDICTION NOTED MAY 3, 1982

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EXHIBIT A-1

1963 DATA

CCA's Foreign Subsidiaries	Net Profits	Sales	Avg. Property	Payroll
Cellulose y Papel de Colombia, S.A.	(72,888)	303,720	1,619,786	137,650
Carton de Colombia, S.A.	5,069,017	20,212,043	14,930,467	1,076,618
Cartoenvases de Mexico, S.A.	28,581	4,434,682	2,153,965	884,787
Carton y Papel de Mexico, S.A.	797,030	8,393,692	5,729,287	966,741
Industrias Aztlan, S.A.	—	—	—	—
Corrugadora de Carton, S.A.	392,818	3,118,810	1,539,486	501,868
Carton de Venezuela, S.A.	1,332,642	4,005,300	3,274,501	859,278
Union Grafica, S.A.	97,853	2,210,069	1,335,779	612,659
Cartones Nacionales, S.A.	344,486	3,733,404	5,684,949	507,776
Fibras Industriales de Venezuela, S.A.	10,964	580,107	149,360	118,894
Carton Internacional, S.A.	1,411,833	—	—	—
Europa Carton Austria, A.G.	(36,815)	—	194,365	—
Bremer Papier und Wellpappen Fabrik	492,219	4,098,631	1,783,664	1,020,100
Europa Carton, A.G.	701,473	20,653,910	12,903,051	4,849,900
N.V. Mercurius Golfkartonindustrie	322,731	2,705,294	541,436	323,891
Cartiera Europa Carton, S.p.A.	(288,621)	794,039	1,395,679	—
VOSA, S.p.A.	35,029	5,161,624	4,078,551	756,045
Europa Carton Italiana, S.p.A.	8,383	—	3,938	—
Cartotecnica Europa Carton	149,035	3,733,258	1,498,011	580,878
Total	10,795,770	84,138,583	58,816,275	12,894,985

EXHIBIT A-2

	1963 DATA			
	Net Profits	Sales	Avg. Property	Payroll
CCA	25,361,936	277,113,516	117,107,148	89,521,641
Less Interco. Sales				
CCA to:				
Carton de Colombia		(207,195)		
VOSA		(17,057)		
Bremer		(18,853)		
Europa Carton, A.G.		(208,594)		
Mercurius		(146)		
Cartotecnica		(3,170)		
Carton y Papel		(99,920)		
Carton de Venezuela		(65,487)		
Cartones Nacionales		(53,030)		
		(673,452)		
Combined CCA Sales		276,440,064		
CCA California factors		27,616,582	15,439,888	9,863,198

EXHIBIT A-3

1964 DATA

CCA's Foreign Subsidiaries	Net Profits	Sales	Avg. Property	Payroll
Cellulose y Papel de Colombia, S.A.	(3,825)	1,354,815	2,274,917	161,793
Carton de Colombia, S.A.	4,766,821	21,867,912	17,287,187	1,235,300
Cartoenvases de Mexico, S.A.	197,560	3,579,855	1,732,206	694,491
Carton y Papel de Mexico, S.A.	1,511,288	11,009,695	6,738,439	1,371,853
Industrias Aztlan, S.A.	—	—	—	—
Corrugadora de Carton, S.A.	609,577	4,499,441	1,567,651	684,808
Carton de Venezuela, S.A.	2,205,488	5,627,223	3,313,127	1,014,599
Union Grafica, S.A.	302,707	2,936,026	1,415,441	639,061
Cartones Nacionales, S.A.	2,028,311	5,591,098	5,689,752	639,967
Fibras Industriales de Venezuela, S.A.	15,104	743,274	125,978	132,716
Carton Internacional, S.A.	772,859	—	—	—
Europa Carton Austria, A.G.	(58,093)	—	156,590	—
Bremer Papier und Wellpappen Fabrik	515,188	4,265,270	1,961,610	1,073,575
Europa Carton, A.G.	879,184	23,991,662	13,603,414	5,131,200
N.V. Mercurius Golfkartonindustrie	397,121	3,191,337	604,273	375,084
Cartiera Europa Carton, S.p.A.	(52,643)	113,387	1,287,971	—
VOSA, S.p.A.	(127,121)	5,505,767	4,042,644	880,212
Europa Carton Italiana, S.p.A.	437	—	3,272	—
Cartotecnica Europa Carton	120,067	3,587,975	1,630,355	612,713
Total	14,080,030	97,864,737	63,434,827	14,301,412

EXHIBIT A-4

	1964 DATA			
	Net Profits	Sales	Avg. Property	Payroll
CCA	28,975,400	298,099,456	133,559,332	93,974,988
Less Interco. Sales				
CCA to:				
Carton de Colombia		—		
VOSA		(68,328)		
Bremer		(15,534)		
Europa Carton, A.G.		(594,487)		
Mercurius		—		
Cartotecnica		(109,859)		
Carton y Papel		(83,686)		
Carton de Venezuela		(154,303)		
Cartones Nacionales		—		
		(1,026,197)		
Combined CCA Sales		297,073,259		
CCA California factors		30,337,848	14,916,318	10,488,552

EXHIBIT A-5

1965 DATA

CCA's Foreign Subsidiaries	Net Profits	Sales	Avg. Property	Payroll
Cellulose y Papel de Colombia, S.A.	663,650	2,417,265	2,245,545	91,006
Carton de Colombia, S.A.	2,337,461	16,708,422	18,209,579	759,962
Cartoenvases de Mexico, S.A.	152,029	3,773,789	1,913,909	704,788
Carton y Papel de Mexico, S.A.	2,129,038	13,013,767	7,231,135	1,611,040
Industrias Aztlan, S.A.	366	1,439,198	846,225	275,704
Corrugadora de Carton, S.A.	746,938	5,422,651	1,642,725	765,044
Carton de Venezuela, S.A.	2,599,437	6,888,808	3,244,409	1,181,927
Union Grafica, S.A.	422,292	3,475,356	1,438,427	676,420
Cartones Nacionales, S.A.	1,628,677	5,837,890	6,300,553	683,168
Fibras Industriales de Venezuela, S.A.	614	842,896	107,791	159,475
Carton Internacional, S.A.	1,673,170	—	—	—
Europa Carton Austria, A.G.	56,331	—	90,011	—
Bremer Papier und Wellpappen Fabrik	549,261	4,831,323	2,273,290	1,199,775
Europa Carton, A.G.	2,241,355	28,290,398	13,736,540	5,700,750
N.V. Mercurius Golfkartonindustrie	431,444	3,245,627	682,717	402,297
Cartiera Europa Carton, S.p.A.	—	—	589,230	—
VOSA, S.p.A.	175,471	5,403,731	3,988,585	897,722
Europa Carton Italiana, S.p.A.	(2,336)	—	1,499	—
Cartontecnica Europa Carton	83,995	3,812,533	1,660,005	665,108
Total	15,889,193	105,403,654	66,202,195	15,774,186

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EXHIBIT A-6

	1965 DATA			
	Net Profits	Sales	Avg. Property	Payroll
CCA	30,026,749	322,557,262	158,266,349	97,673,507
Less Interco. Sales				
CCA to:				
Carton de Colombia		—		
VOSA		(101,143)		
Bremer		(30,851)		
Europa Carton, A.G.		(733,844)		
Cartotecnica		(157,911)		
Carton y Papel		(109,750)		
Carton de Venezuela		(168,917)		
Cartones Nacionales		(137,035)		
		(1,439,451)		
Combined CCA Sales		321,117,811		
CCA California factors		29,072,416	14,862,163	10,784,370

EXHIBIT A-7

CONTAINER CORPORATION OF AMERICA	1963	1964	1965
Income per U.S. Return			
Federal Taxable Income per Form 1120 (Line 28)	$26,692,247.93	$30,225,312.36	$35,994,917.38
Plus: Net Audit Adjustments	1,612,242.71	1,897,134.89	1,554,643.30
Less: Foreign Source Income Included in Line 28 (Per Form 1118)	(1,046,441.76)	(3,137,279.48)	(5,540,379.83)
Plus: Adjustments to FSI per Audit	91,158.00	1,508,379.00	486,316.00
CCA's Net U.S. Source Taxable Income	$27,349,206.88	$30,493,546.77	$32,495,496.85
Income per California Return			
California Return as Filed			
Federal Line 28	$26,692,247.93	$30,225,312.36	$35,994,917.38
Plus: State Taxes Based on Income	640,642.21	719,727.90	975,251.97
Interest on Government Obligations	45,722.92	40,366.27	186,735.01
Less: Foreign Dividend 'Gross Up'	(299,525.78)	(549,700.00)	(640,758.00)
Foreign Taxes Withheld at Source	(63,212.40)	(166,377.06)	(161,158.72)
Subpart F Income (Controlled Foreign Corps)	—	(1,412,315.00)	(3,779,550.00)
Additional Depreciation	(145,098.61)	191,758.43	—
Net Income After State Adjustments Federal	$26,870,776.27	$29,048,772.90	$32,575,437.64
Less: Dividends not Deducted From Line 35	(645,926.34)	(877,772.57)	(811,181.47)
Non-business Interest	(1,023,283.00)	(925,431.92)	(960,729.05)
Gain on Sale of Non-Unitary Assets	(349.27)	(274,452.42)	(294,594.74)
Plus: Interest Offset	1,669,209.34	1,803,204.49	1,771,910.52
Unitary Business Income per Return	$26,870,427.00	$28,774,320.48	$32,280,842.90
Modifications per Audit			
CCA Business Income as Reported	26,870,427.00	28,774,320.00	32,280,843.00
Plus: Subsidiary Income			
Domestic			(59,191.00)
Overseas	10,795,770.00	14,080,030.00	15,889,193.00
Gains and Losses		764,366.00	324,628.00
Bad Debts		1,127,162.00	
Interest Offset (Additional)	1,190,477.00	1,190,449.00	1,028,215.00
Less: Dividends from 2nd to 1st Tier Subs	(1,508,491.00)	(1,190,448.00)	(2,578,722.00)
	$37,348,183.00	$44,245,879.00	$46,884,966.00
Plus: Federal RAR Adjustments (per above)	1,612,243.00	1,897,135.00	1,554,643.00
Adjusted Unitary Business Income	$38,960,426.00	$46,143,014.00	$48,439,609.00

EXHIBIT A-8

FLOW OF GOODS FROM CCA TO FOREIGN SUBSIDIARIES

Subsidiaries' Purchase of Stock in Trade from CCA and Percentage of Subsidiaries' Total Cost of Goods Sold

	1963		1964		1965	
	$ Purchases	% COGS	$ Purchases	% COGS	$ Purchases	% COGS
Carton de Colombia	207,195	1.47%	—	—	—	—
VOSA	17,057	0.38%	68,328	1.40%	101,143	2.22%
Brener Papier and Wellpappen Fabrik	18,853	0.56%	15,534	0.04%	30,851	0.78%
Europa Carton, A. G.	208,594	1.12%	594,487	2.74%	733,844	3.03%
N.V. Mercurius Golfkartonindustrie	146	0.01%	—	—	—	—
Cartotechnica Europa Carton	3,170	0.01%	109,859	3.46%	157,911	4.64%
Carton y Papel de Mexico, S.A.	99,910	1.42%	83,686	1.00%	109,750	1.10%
Carton de Venezuela	65,487	2.85%	154,303	5.15%	168,917	4.47%
Cartones Nationales	53,030	1.89%	—	—	137,035	3.85%

Purchase by Subsidiaries of Depreciable Assets From CCA

	1963	1964	1965
Carton de Colombia	(Not Available)	42,268	1,842
Cellulosa y Papel de Colombia	—	500	0
Carton y Papel de Mexico	—	20,507	0
Carton de Venezuela	—	135	0
Europa Carton, A.G.	—	0	480
Cartoenvases de Mexico	—	0	911
Union Grafica	—	0	10,000

EXHIBIT F

AGREEMENT

THIS TECHNICAL SERVICE AGREEMENT, entered into this 23rd day of October, 1963, by and between CONTAINER CORPORATION OF AMERICA, a Delaware corporation having offices at 38 South Dearborn Street, Chicago 3, Illinois, U.S.A. (hereinafter referred to as "CONTAINER") and BREMER PAPIER UND WELLPAPPEN FABRIK AKTIENGESELLSCHAFT, having a place of business at Lubbecke, Germany (hereinafter referred to as "BREMER PAPIER")

RECITALS

I. CONTAINER is engaged in the manufacture and sale of paperboard products including containerboard and corrugated shipping containers, and consequently, because it has been operating in these industries for a long period of time, has accumulated much valuable experience to furnish technical assistance to corporations engaged in equal or similar industrial activities.

II. BREMER PAPIER is engaged in the same industries as CONTAINER. In order to develop its business on the German market, BREMER PAPIER wishes to partake of the experiences accumulated by CONTAINER in the industries as referred to in Recital I hereof by requiring assistance of CONTAINER, for which assistance BREMER PAPIER is willing to pay pursuant to this Agreement.

CLAUSES

FIRST: CONTAINER binds itself to perform services and to provide advice and consultation to BREMER PAPIER concerning manufacturing techniques, engineer-

ing, design, architecture, insurance and cost accounting in accordance with CONTAINER's progress in these areas, and to render any other assistance which BREMER PAPIER may require in connection with any aspect of its industrial or commercial operations.

In order that BREMER PAPIER may receive in an efficient manner the advice and consultation referred to in the preceding paragraph, CONTAINER will furnish BREMER PAPIER with all technical bulletins and other material that CONTAINER uses in the United States and that BREMER PAPIER may require from time to time. CONTAINER will undertake to answer BREMER PAPIER's requests for assistance in these areas by correspondence as explicit as BREMER PAPIER may require, and besides, at the request of BREMER PAPIER it shall send qualified personnel to Germany or train employees of BREMER PAPIER.

SECOND: If technicians are sent from the United States, CONTAINER will pay for transportation expenses and BREMER PAPIER will be responsible for the cost of reasonable living expenses which may be involved in the visit of these employees in Germany. BREMER PAPIER will pay for all travelling and living expenses which occur when BREMER PAPIER employees are sent to the United States for training.

THIRD: BREMER PAPIER shall not have the right to pass the informations received from CONTAINER on to third parties, but only to use it for its own ends.

FOURTH: For the services rendered under this contract BREMER PAPIER shall pay CONTAINER a fee of thirty-five hundredths percent (0.35%) of BREMER PAPIER trade sales. Payment will be made at the end of each month and be based on BREMER PAPIER's trade sales of the preceding month. The first payment will be made on the trade sales of July, 1963.

FIFTH: This Agreement is made between CONTAINER and BREMER PAPIER for the period July 1, 1963 to June 30, 1964. It will continue in effect for each one year thereafter unless one party makes written notice three months prior to the end of any period.

SIXTH: This contract can be modified only by written agreement between the two parties.

SEVENTH: For the interpretation and performance of this Agreement, the parties hereto shall submit themselves to the laws and courts of the City of Chicago, Illinois, United States of America, or those of the City of Lubbecke, Germany.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officers.

Chicago, Illinois

CONTAINER
CORPORATION
OF AMERICA

ATTEST:

By Harry E. Green /s/
Senior Vice President

Joseph B. Higgs /s/
Assistant Secretary

Lubbecke, Germany

BREMER PAPIER UND
WELLPAPPEN FABRIK
AKTIENGESELL-
SCHAFT

By Gerhard Schmidt /s/
Chairman of the
Management Committee

WITNESS:

Wilhelm Holle /s/

TECHNICAL SERVICE AGREEMENT entered into by and between CONTAINER CORPORATION OF AMERICA, domiciled at 38 South Dearborn Street, Chicago 3, Illinois, U.S.A. (hereinafter referred to as "CONTAINER") and CARTOENVASES DE MEXICO, S. A., represented by its Vice President, James J. Minnis, domiciled at Lago Chapala 26-P, Colonia Anahuac, in Mexico, F. D. (hereinafter referred to as CARTOENVASES).

RECITALS

I. Container Corporation of America is a Delaware (U.S.) corporation and it engages in general industrial activities consisting of the production of paperboard and all kinds of paperboard packaging, as well as connected activities such as the purchase of machinery, the purchase of raw materials, the operation of industrial plants, etc., and consequently, it has within its industrial, administrative and commercial personnel the experts necessary to furnish technical assistance to corporations engaged in equal or similar industrial activities. By virtue of its commercial relationship with Cartoenvases, Container is willing to furnish it the necessary technical assistance pursuant to this Agreement.

II. Cartoenvases de México, S. A. is a Mexican corporation legally constituted under the laws of the Mexican Republic and is at present the owner of a folding carton plant and a fibre can plant in Mexico, D. F. and a corrugated shipping container plant in the District of Ecatepec de Morelos, State of Mexico. For the efficient operation of the above-mentioned industrial plants, Cartoenvases

requires the technical assistance which it has requested from Container as a consequence of their close commercial relationship, which assistance Cartoenvases is willing to receive and pay for pursuant to this Agreement.

CLAUSES

FIRST: Container binds itself to render Cartoenvases technical Assistance for the efficient operation of the industrial plants referred to in Recital II hereof, for the efficient production of folding cartons and fibre cans, as well as for any other similar activity that Cartoenvases may carry out in the future in Mexico. As a consequence of Container's obligation, Cartoenvases shall have the right to receive technical assistance as far as concerns the purchase of machinery and raw materials, the supervision of production methods and the improvement of same in accordance with Container's technical progress, the information of such raw material or finished products markets as may be of interest to it, as well as any other assistance which it may require in connection with any aspect of its industrial or commercial operations.

SECOND: In order that Cartoenvases may receive in an efficient manner the technical assistance referred to in the preceding Clause, Container hereby binds itself to furnish to Cartoenvases information, market quotations, sources of supply, industrial methods, all this by writing and as explicit as Cartoenvases may require, and besides, at the request of Cartoenvases it shall send to Mexico all the technicians or specialized personnel working under the services of Container which Cartoenvases may require from time to time.

THIRD: All the information that Cartoenvases receives from Container under this Technical Service Agreement shall be considered strictly confidential, and Cartoenvases shall not have the right to pass it on to third parties but only to use it for its own ends.

FOURTH: Cartoenvases shall pay Container the amount of $6,100.00 (U.S. Currency) on the first day of July 1963, and $2,700.00 per month on the first day of each month thereafter, for the technical services which it shall receive from Container. Payments shall be made by bank draft drawn on Chicago, Illinois. In addition to the above compensation, Cartoenvases binds itself to pay for its own account or to reimburse Container all the traveling expenses and living expenses involved in the visit of the technicians sent by Container to Cartoenvases' plants. Such expenses shall be paid or reimbursed by Cartoenvases as soon as they are incurred.

The reason for the reduction in payment, effective August 1st, 1963, is the sale of the corrugated shipping Container division as of that date.

FIFTH: The parties hereto may from time to time request the adjusting of the provisions of this Agreement, in accordance with what it may be practical once the technical assistance agreed upon herein is put into effect.

SIXTH: This Agreement has an indefinite duration; however, any of the parties hereto may terminate it by means of a written 180 day prior notice to the other. Such 180 days shall be calendar days.

SEVENTH: For the interpretation and performance of this Agreement, the parties hereto shall submit themselves, at the election of the plaintiff, to the laws and courts of the City of Chicago, Illinois, United States of America, or those of the City of Mexico.

EIGHTH: This Agreement shall start taking effect on July 1, 1963.

CONTAINER CORPORATION
OF AMERICA

By: EDWARD K. MEIER
Secretary

Chicago, Ill.,

CARTOENVASES DE MEXICO, S.A.

By: JAMES S. MINNIS
James S. Minnis
Vice President

Mexico City

AGREEMENT entered by and between CONTAINER CORPORATION OF AMERICA and CARTON Y PAPEL DE MEXICO S.A.

RECITALS

I. Container Corporation of America and Carton y Papel de Mexico S.A. entered a Technical Assistance Agreement on July 1st, 1963, by virtue of which the first company was bound to supply the second technical assistance for the efficient operation of the industrial plants it owns and operates at Los Reyes, Tlalnepanta, State of Mexico and at Cerro Gordo, Ecatepec de Morelos, State of Mexico.

II. Since said contract was in effect, Container has given said services; but due to the increase in the operation of Carton y Papel de Mexico's plants which has become necessary to have larger technical assistance available, and Container has requested an increase of the compensation it receives and, therefore, the parties are in agreement of the following.

CLAUSES

FIRST. Contents of clause fourth of the agreement referred to in Recital I of this agreement so as in the future it is read in the following terms:

"Fourth: As compensation for the technical assistance received by Carton y Papel, said company shall pay to Container the amount of D.ls. $13,000 U.S. Cy. monthly, payable each month in American currency in a bank draft on Chicago, Ill. Besides the above compensation, Carton y Papel is obliged to pay by its own account, or to reimburse

Container for all the travel expenses caused by visits to said plants of Carton y Papel by technicians sent by Container. These expenses shall be paid or reimbursed by Carton y Papel as soon as they are incurred."

SECOND. Except for the agreement referred to in the above clause, the Technical Assistance Agreement that binds the parties since July 1, 1963, shall remain fully in effect in the parties subject to honor in the terms agreed upon.

THIRD. This agreement has the sole purpose of adjusting to the real facts the compensation due to Container and does not renew or amend in any other way the existing agreement.

July 1st, 1964

CONTAINER CORPORATION
OF AMERICA

By: _____
Chicago, Ill. U.S.A.

CARTON Y PAPEL
DE MEXICO S.A.

By: _____
Indalegio Celorio Ortega
Vice President.
Mexico, P.F.

TECHNICAL SERVICE AGREEMENT entered into by and between CONTAINER CORPORATION OF AMERICA, domiciled at 38 South Dearborn Street, Chicago 3, Ill., U.S.A. (hereinafter referred to as "CONTAINER") and CARTON Y PAPEL DE MEXICO. S.A., represented by its Vice President, Mr. Indalecio Celorio Ortega, domiciled at No. 463 Helaber Campo Ave., Office 102, in Mexico, P.D. (hereinafter referred to as "CARTON Y PAPEL").

RECITALS

I. Container Corporation of America is a Delaware (U.S.) corporation, and it engages in general industrial activities consisting of the production of paperboard and all kinds of paperboard packaging, as well as connected activities such as the purchase of machinery, the purchase of raw material, the operation of industrial plants, etc., and consequently, it has within its industrial, administrative and commercial personnel the experts necessary to furnish technical assistance to corporations engaged in equal or similar industrial activities. By virtue of its commercial relationship with Carton y Papel, Container is willing to furnish it the necessary technical assistance pursuant to this Agreement.

II. Carton y Papel de Mexico, S.A. is a Mexican corporation, legally constituted under the laws of the Mexican Republic and is at present the owner of a paper and cardboard plant which it operates at Los Reyes, Tlalnepantla, State of Mexico and a similar plant at Cerro Gordo, Ecatepec de Morelos, State of Mexico. For the efficient

operation of the above-mentioned industrial plants, Carton y Papel requires the technical assistance which it has requested from Container as a consequence of their close commercial relationship, which assistance Carton y Papel is willing to resolve and pay for pursuant to this Agreement.

CLAUSES

FIRST: Container binds itself to render Carton y Papel technical assistance for the efficient operation of the industrial plants referred to in Recital II hereof, for the efficient production of board and cardboard and corrugated shipping containers, as well as for any other similar activity that Carton y Papel may carry out in the future in Mexico. As a consequence of Container's obligation, Carton y Papel shall have the right to receive technical assistance as far as concerns the purchase of machinery and raw material, the supervision of production methods and the improvement of same in accordance with Container's technical progress, the information of such raw material or finished products markets as may be of interest to it, as well as any other assistance which it may require in connection with any aspect of its industrial or commercial operations.

SECOND: In order that Carton y Papel may receive in an efficient manner the technical assistance referred to in the preceding Clause, Container hereby binds itself to furnish to Carton y Papel information, market quotations, sources of supply, industrial methods, all of this by writing and as explicit as Carton y Papel may require, and besides, at the request of Carton y Papel it shall send to Mexico

all the technicians or specialized personnel working under the services of Container which Carton y Papel may require from time to time.

THIRD: All the information that Carton y Papel receives from Container under this Technical Service Agreement shall be considered strictly confidential, and Carton y Papel shall not have the right to pass it on to third parties but only to use it for its own ends.

FOURTH: Carton y Papel shall pay Container the amount of $18,800.00 (U.S. Currency) on the first day of July, 1963, and $39,000.00 per month on the first day of each month thereafter for the technical assistance which it shall receive from Container. Payments shall be made by bank draft drawn on Chicago, Illinois. In addition to the above compensation, Carton y Papel binds itself to pay for its own account or to reimburse Container all the traveling expenses and living expenses which may be involved in the visit of the technicians sent by Container to Carton y Papel's plants. Such expenses shall be paid or reimbursed by Carton y Papel as soon as they are incurred.

The reason for the increases in payment, effective August 1st, 1963, is the purchase of the corrugated shipping Container division as of that date.

FIFTH: The parties hereto may from time to time request the adjusting of the provisions of this Agreement, in accordance with what it may be practical once the technical assistance agreed upon herein is put into effect.

SIXTH: This agreement has an indefinite duration; however, any of the parties hereto may terminate it by

means of a written 180 day prior notice to the other. Such 180 days shall be calendar days.

SEVENTH: For the interpretation and performance of this Agreement, the parties hereto shall submit themselves at the election of the plaintiff, to the laws and courts of the city of Chicago, Illinois, United States of America, or those of the City of Mexico.

EIGHTH: This agreement shall start taking effect on July 1st, 1963.

CONTAINER CORPORATION
OF AMERICA

By Edward K. Meier
Secretary
Chicago, Illinois

CARTON Y PAPEL
DE MEXICO, S.A.

By: I. Celorio O.
Indalegio Celorio Ortega
Vice President.
Mexico City

TECHNICAL SERVICE AGREEMENT entered into by and between CONTAINER CORPORATION OF AMERICA, domiciled at 38 South Dearborn Street, Chicago 3, Illinois, U.S.A. (hereinafter referred to as "CONTAINER") and INDUSTRIAS AZTLAN, S.A., represented by its Vice President, Alex Kaplan, domiciled at KM. 15½ Carretera Mexico-Laredo, Sta. Clara, Edo. de Mexico (hereinafter referred to as AZTLAN).

RECITALS

I. Container Corporation of America is a Delaware (U.S.) corporation and it engages in general Industrial activities consisting of the production of paperboard and all kinds of paperboard packaging, as well as connected activities such as the purchase of machinery, the purchase of raw materials, the operation of industrial plants, etc., and consequently, it has within its industrial, administrative and commercial personnel and experts necessary to furnish technical assistance to corporations engaged in equal or similar Industrial activities. By virtue of its commercial relationship with Aztlan, Container is willing to furnish it the necessary technical assistance pursuant to this Agreement.

II. Industries Aztlan, S. A. is a Mexican corporation legally constituted under the laws of the Mexican Republic and is at present the owner of a folding carton plant, located at the above mentioned address. For the efficient operation of the mentioned industrial plant, Aztlan requires the technical assistance which it has requested from

Container as a consequence of their close commercial relationship, which assistance Aztlan is willing to receive and pay for pursuant to this Agreement.

CLAUSES

FIRST: Container binds itself to render Aztlan technical assistance for the efficient operation of the industrial plant referred to in Recital II hereof, for the efficient production of folding cartons, as well as for any other similar activity that Aztlan may carry out in the future in Mexico. As a consequence of Container's obligation, Aztlan shall have the right to receive technical assistance as far as concerns the purchase of machinery and raw materials, the supervision of production methods and the improvement of same in accordance with Container's technical progress, the information of such raw material or finished products markets as may be of Interest to it, as well as any other assistance which it may require in connection with any aspect of its Industrial or commercial operations.

SECOND: In order that Aztlan may receive in an efficient manner the technical assistance referred to in the preceding Clause, Container hereby binds itself to furnish to Aztlan information, market quotations, sources of supply, industrial methods, all this by writing and as explicit as Aztlan may require, and besides, at the request of Aztlan it shall send to Mexico all the technicians or specialized personnel working under the services of Container which Aztlan may require from time to time.

THIRD: All the Information that Aztlan receives from Container under this Technical Service Agreement shall be considered strictly confidential, and Aztlan shall not have the right to pass it on to third parties but only to use it for its own ends.

FOURTH: Aztlan shall pay Container the amount of $3,000.00 (U.S. Currency) per month, for the technical service which it shall receive from Container. Payments shall be made by bank draft drawn on Chicago, Illinois. In addition to the above compensation, Aztlan binds itself to pay for its own account or to reimburse Container all the travelling expenses and living expenses involved in the visit of the technicians sent by Container to Aztlan's plant. Such expenses shall be paid or reimbursed by Aztlan as soon as they are Incurred.

FIFTH: The parties hereto may from time to time request the adjusting of the provisions of this Agreement, in accordance with what it may be practical once the technical assistance agreed upon herein is put into effect.

SIXTH: This Agreement has an indefinite duration; however, any of the parties hereto may terminate it by means of a written 180 day prior notice to the other. Such 180 days shall be calendar days.

SEVENTH: For the interpretation and performance of this Agreement, the parties hereto shall submit themselves, at the election of the plaintiff, to the laws and courts of the City of Chicago, Illinois, United States of America, or those of the City of Mexico.

EIGHTH: This Agreement shall start taking effect on September 1, 1965.

CONTAINER CORPORATION
OF AMERICA

By: /s/ HARRY E. GREEN
Senior Vice President
Chicago, IL., U.S.A.

INDUSTRIAS AZTLAN, S.A.

By: /s/ ALEX KAPLAN
Alex Kaplan
Vice President.
Mexico City

AGREEMENT

THIS TECHNICAL AGREEMENT, entered into this 6th day of December, 1963, by and between CONTAINER CORPORATION OF AMERICA, a Delaware corporation having offices at 38 South Dearborn Street, Chicago 3, Illinois, U.S.A. (hereinafter referred to as "CONTAINER") and N. V. "MERCURIUS" GOLFCARTONINDUSTRIE, domiciled at Soest, The Netherlands (hereinafter referred to as "MERCURIUS").

RECITALS

I. CONTAINER is engaged in the manufacture and sale of paperboard products including corrugated and fibre shipping containers, and because it has been operating in these industries for a long period of time it has accumulated much technical information and experience of value and assistance to other corporations engaged in similar industrial activities.

II. MERCURIUS is engaged in the same industry as CONTAINER. In order to develop its business on the Dutch market, MERCURIUS wishes to utilize the experience accumulated by CONTAINER in the industry as referred to in Recital I hereof by obtaining the assistance of CONTAINER, for which assistance MERCURIUS is willing to pay CONTAINER in accordance with the terms of this Agreement.

CLAUSES

FIRST: CONTAINER binds itself to perform special services and to provide advice and consultation to MERCURIUS concerning machinery, equipment, and produc-

tion, and to render any other assistance which MERCURIUS may require in connection with any aspect of its industrial or commercial operations.

SECOND: In order that MERCURIUS may receive in an efficient manner the advice and consultation referred to in the preceding paragraph, CONTAINER will furnish MERCURIUS with all technical bulletins and other material that CONTAINER uses in the United States which MERCURIUS may require from time to time. CONTAINER will also undertake to answer the requests of MERCURIUS for assistance in these areas of business activity by correspondence as well as by visits of qualified personnel to The Netherlands.

THIRD: If technicians of CONTAINER are sent from the United States MERCURIUS will pay for transportation expenses and MERCURIUS will be responsible for the cost of reasonable living expenses which may be involved in the visit of these employees while in The Netherlands. MERCURIUS will pay for all travelling and living expenses which occur when MERCURIUS employees are sent to the United States for training.

FOURTH: MERCURIUS shall not have the right to pass the information received from CONTAINER on to third parties, but only to use it for its own purposes.

FIFTH: For the services rendered under this contract MERCURIUS shall pay CONTAINER a monthly fee of Five Hundred U.S. Dollars ($500.00). The first payment under this contract will be made upon the execution and delivery of this Agreement and will cover services rendered

by CONTAINER during the month of October, 1963. Subsequent monthly payments will be made within thirty (30) days following the close of each month during the life of this Agreement.

SIXTH: This Agreement is made between CONTAINER and MERCURIUS for the period commencing October 1, 1963 and terminating September 30, 1964. It will continue in effect for successive one year periods thereafter unless either party gives written notice to the other at least three (3) months prior to the expiration of the then current contract period.

SEVENTH: This contract can be modified only by written agreement between the two parties.

EIGHTH: For the interpretation and performance of this Agreement, the parties hereto shall submit themselves to the laws and courts of the City of Chicago, Illinois, United States of America, or those of the City of Soest, The Netherlands.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officers.

CONTAINER
CORPORATION
OF AMERICA

Chicago, Illinois

ATTEST:

By /s/
Senior Vice President

/s/
Assistant Secretary

Soest, The Netherlands

N.V. "MERCURIUS"
GOLFCARTON-
INDUSTRIE

WITNESS:

/s/
Plant Controller

By /s/
General Manager

AGREEMENT

THIS TECHNICAL SERVICE AGREEMENT, entered into this 23rd day of October, 1963, by and between CONTAINER CORPORATION OF AMERICA, a Delaware corporation having offices at 38 South Dearborn Street, Chicago 3, Illinois, U.S.A. (hereinafter referred to as "CONTAINER") and EUROPA CARTON AKTIENGESELLSCHAFT, domiciled at Hamburg 36, Germany, Neuer Wall 3 (hereinafter referred to as "ECA")

RECITALS

I. CONTAINER is engaged in the manufacture and sale of paperboard products including boxboard, containerboard, corrugated and fibre shipping containers, and folding cartons, and consequently, because it has been operating in these industries for a long period of time, has accumulated much valuable experience to furnish technical assistance to corporations engaged in equal or similar industrial activities.

II. ECA and its subsidiaries are engaged in the same industries as CONTAINER. In order to develop its business on the German market, ECA wishes to partake of the experiences accumulated by CONTAINER in the industries as referred to in Recital I hereof by requiring assistance of CONTAINER, for which assistance ECA is willing to pay pursuant to this Agreement.

CLAUSES

FIRST: CONTAINER binds itself to perform services and to provide advice and consultation to ECA concerning manufacturing techniques, engineering, design, architec-

ture, insurance and cost accounting in accordance with CONTAINER's progress in these areas, and to render any other assistance which ECA may require in connection with any aspect of its industrial or commercial operations.

In order that ECA may receive in an efficient manner the advice and consultation referred to in the preceding paragraph, CONTAINER will furnish ECA with all technical bulletins and other material that CONTAINER uses in the United States and that ECA may require from time to time. CONTAINER will undertake to answer ECA's requests for assistance in these areas by correspondence as explicit as ECA may require, and besides, at the request of ECA, it shall send qualified personnel to Germany or train employees of ECA.

SECOND: If technicians are sent from the United States, CONTAINER will pay for transportation expenses and ECA will be responsible for the cost of reasonable living expenses which may be involved in the visit of these employees in Germany. ECA will pay for all travelling and living expenses which occur when ECA employees are sent to the United States for training.

THIRD: ECA shall not have the right to pass the information received from CONTAINER on to third parties, but only to use it for its own ends.

FOURTH: For the services rendered under this contract ECA shall pay CONTAINER a fee of thirty-five hundredths percent (0.35%) of ECA trade sales. Payment will be made at the end of each month and be based on ECA's trade sales of the preceding month. The first payment will be made on the trade sales of July, 1963.

FIFTH: This agreement is made between CONTAINER and ECA for the period July 1, 1963 to June 30, 1964. It will continue in effect for each one year thereafter unless one party makes written notice three months prior to the end of any period.

SIXTH: This contract can be modified only by written agreement between the two parties.

SEVENTH: For the interpretation and performance of this Agreement, the parties hereto shall submit themselves to the laws and courts of the City of Chicago, Illinois, United States of America, or those of the City of Hamburg, Germany.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officers.

Chicago, Illinois

ATTEST:

CONTAINER CORPORATION OF AMERICA

/s/
Assistant Secretary

By /s/
Senior Vice President

Hamburg

WITNESS:

EUROPA CARTON AKTIENGESELLSCHAFT

/s/

By /s/
Chairman of the Management Committee

[Jurat omitted in printing]

EXHIBIT L

FORM 1118
(Rev. April 1963)
U.S. Treasury Department
Internal Revenue Service

STATEMENT IN SUPPORT OF CREDIT CLAIMED BY DOMESTIC CORPORATION FOR TAXES PAID OR ACCRUED TO FOREIGN COUNTRIES OR POSSESSIONS OF THE UNITED STATES

For Calendar Year 1963

Or other taxable year beginning ..... , 19..... , and ending ..... , 19 .....

NAME	ADDRESS (Number and street, city or town, postal zone number, State)	EMPLOYER IDENTIFICATION NO.
Container Corporation of America	38 South Dearborn Street, Chicago, Illinois - 60603	36-0947030

SCHEDULE A.—If the per-country limitation is elected, fill in columns 1 through 14, line by line; use total line only for column 14. If the overall limitation is elected, fill in columns 1 through 6, line by line including total line; use total line only for columns 7 through 14. Computation (lines A through H) is made under: ☐ per-country limitation, ☒ overall limitation.

LINE	(1) NAME OF FOREIGN COUNTRY OR U.S. POSSESSION IMPOSING TAX (Use a separate line for each)	(2) CREDIT CLAIMED FOR TAXES: Date paid	(2) CREDIT CLAIMED FOR TAXES: Date accrued	(3) TYPE OF TAX	(4) STATUTE IMPOSING TAX (Title, number, section, etc.)	(5) TAXABLE INCOME (OR LOSS) (Income from sources without the U.S. less allocable deductions. See inst. for gross-up of dividends)	(6) TAXES PAID OR ACCRUED (Attach receipt or return): (a) In foreign currency	(6) (b) Conversion rate	(6) (c) In dollars
A	Canada		1963	Income	Canadian Income Tax Act	16,667.96	2,779.50	.9278	2,578.86
B	Colombia		1963	Income	Decree 1987 & Law 21 (1963)	118,967.89	167,616.10	.10012	16,732.03
C					Decree 437(1961)Law 81(1960)				
D	Mexico		1963	Income	Ley del Impuesto Sobre la Renta	44,100.00	-	-	17,640.00
E	Netherlands		1963	Income	Corporation Tax Act-1962	550,639.33	-	-	-
F	Ireland		1963			6.59	-	-	-
G	Australia		1963	Income	Assessment Act (1941) - Treaty (1953)	2,051.40	422.10.7	2.226	718.00
H	German Fed. Republic		1963	Income	Corporation and Business Tax	285,944.59	101,354.20	.2513	25,471.21
	Venezuela		1963			28,664.00			-
	Also use this line for computation of overall limitation only				TOTALS	1,046,141.76			63,190.10
	INTEREST (See instruction J)								
					TOTALS	1,046,141.76			63,190.10

LINE	(7) TAX DEEMED TO HAVE BEEN PAID (From column 11, schedule B)	(8) CARRYBACK OR CARRYOVER (Attach schedule)	(9) TOTAL FOREIGN TAXES (Sum of columns 6c, 7, and 8)	(10) TOTAL U.S. INCOME TAX REPORTED ON FORM 1120	(11) TAXABLE INCOME FROM ALL SOURCES (Reported on Form 1120)	(12) COLUMN (5) DIVIDED BY COLUMN (11)	(13) LIMITATION (Column (10) multiplied by column (12))	(14) CREDIT (Column (13) or column (9) whichever is less)
A								
B								
C								
D								
E		1962						
F								
G								
H								
TOTALS	46,234.54	19,545.95	528,970.59	13,579,903.25	26,666,747.72	3.92414	532,894.42	528,970.59
INTEREST								
TOTALS	46,234.54	19,545.95	528,970.59	13,579,903.25	26,666,747.72	3.92414	532,894.42	528,970.59

SCHEDULE B.—Taxes paid or accrued to a foreign country or a possession of the United States by (1) a related foreign corporation or (2) a related domestic corporation entitled to the benefits of section 931 or 941 (See instructions). For constructive distributions under section 951, attach schedule showing computation of credit under section 960.

(1) NAME OF RELATED FOREIGN CORPORATION	(2) YEAR (See Inst.)	(3) INCORPORATED UNDER THE LAWS OF (Name of country)	(4) GAINS, PROFITS, AND INCOME OF FOREIGN CORP. FOR YEAR FROM WHICH DIVIDENDS WERE PAID	(5) FOREIGN TAX PAID OR ACCRUED ON GAINS, PROFITS, AND INCOME IN COLUMN (4) (Attach receipt or return)	(6) ACCUMULATED PROFITS (Column (4) minus column (5))	(7) DIVIDENDS PAID BY RELATED FOREIGN CORPORATION	(8) FOREIGN TAX PAID ON ACCUMULATED PROFITS (Column (6) ÷ column (4) × column (5)) (See inst. for distributions after 1962.)	(9) TAX DEEMED PAID BY RELATED FOREIGN CORPORATION (Schedule C, column (11))	(10) TOTAL OF COLUMN (8) PLUS COLUMN (9)	(11) TAX DEEMED TO HAVE BEEN PAID (Column (7) ÷ column (6) × column (10))
Carton de Colombia, S. A.	1962	Colombia, S. A.	3,564,274	1,545,879	2,018,395	17,811	875,408	-	875,408	7,724.60
	1963	Colombia, S. A.	5,164,638	2,508,036	2,656,602	101,157	1,290,091	-	1,290,091	49,124.09
Bremer Papier und Wellpappen Fabrik, A.G.	1963	German Federal Republic	445,426	249,720	195,706	137,775 107,976	137,775	-	137,775	137,775.34
N. V. Mercurius Golfcartonindustrie	1963	The Netherlands	359,445	161,750	197,695	161,750 197,695	161,750	-	161,750	161,750.44
	1962	The Netherlands	344,669	161,993	182,676	61,833	85,356	-	85,356	29,061.02
	1961	The Netherlands	310,491	145,930	164,561	129,361	77,343	-	77,343	60,799.05
					TOTAL	915,358				446,234.54

SCHEDULE C.—The following lines are for the computation of taxes deemed to have been paid by a related foreign corporation in respect of dividends from its foreign subsidiary—Column headings same as Schedule B.

FORM 1118
(Rev. April 1963)
U.S. Treasury Department
Internal Revenue Service

STATEMENT IN SUPPORT OF CREDIT CLAIMED BY DOMESTIC CORPORATION FOR TAXES PAID OR ACCRUED TO FOREIGN COUNTRIES OR POSSESSIONS OF THE UNITED STATES

For Calendar Year ~~1964~~

Or other taxable year beginning ..... , 19..... , and ending ..... , 19 .....

NAME: CONTAINER CORPORATION OF AMERICA

ADDRESS (Number and street, city or town, postal zone number, State): 38 South Dearborn Street, Chicago, Illinois 60603

EMPLOYER IDENTIFICATION NO.: 36-0947030

SCHEDULE A.—If the per-country limitation is elected, fill in columns 1 through 14, line by line; use total line only for column 14. If the overall limitation is elected, fill in columns 1 through 6, line by line including total line; use total line only for columns 7 through 14. Computation (lines A through H) is made under: ☐ per-country limitation, ☒ overall limitation.

LINE	(1) NAME OF FOREIGN COUNTRY OR U.S. POSSESSION IMPOSING TAX (Use a separate line for each)	(2) CREDIT CLAIMED FOR TAXES: Date paid	(2) CREDIT CLAIMED FOR TAXES: Date accrued	(3) TYPE OF TAX	(4) STATUTE IMPOSING TAX (Title, number, section, etc.)	(5) TAXABLE INCOME (OR LOSS) (Income from sources without the U.S. less allocable deductions. See instr. for gross-up of dividends)	(6) TAXES PAID OR ACCRUED (Attach receipt or return): (a) In foreign currency	(6) (b) Conversion rate	(6) (c) In dollars
A		Schedule							
B									
C			Attached			Schedule			
D							Attached		
E									
F									
G									
H									
	Use this line for computation of overall limitation only				TOTALS	3,137,279.48			258,333.06
INTEREST (See instruction J)	Canada			1964 Income Canadian Income Tax Act		106,418.49			15,962.77
					TOTALS	3,243,697.97			274,295.83

LINE	(7) TAX DEEMED TO HAVE BEEN PAID (From column 11, schedule B)	(8) CARRYBACK OR CARRYOVER (Attach schedule)	(9) TOTAL FOREIGN TAXES (Sum of columns 6c, 7, and 8)	(10) TOTAL U.S. INCOME TAX REPORTED ON FORM 1120	(11) TAXABLE INCOME FROM ALL SOURCES (Reported on Form 1120)	(12) COLUMN (5) DIVIDED BY COLUMN (11)	(13) LIMITATION (Column (10) multiplied by column (12))	(14) CREDIT (Column (13) or column (9) whichever is less)
A								
B								
C								
D								
E								
F								
G								
H								
TOTALS	1,232,678.00	- 0 -	1,491,011.06			10.3882 %	1,531,493.88	1,491,011.06
TOTALS INTEREST	- 0 -		15,962.77			0.3524%	51,953.03	15,962.77
TOTALS	1,232,678.00		1,506,973.83	14,742,629.92	20,200,299.74	10.7406 %	1,583,446.91	1,506,973.83

935 170

FORM 1118 (Rev. April 1963)

SCHEDULE B.—Taxes paid or accrued to a foreign country or a possession of the United States by (1) a related foreign corporation or (2) a related domestic corporation entitled to the benefits of section 931 or 941 (See instructions). For constructive distributions under section 951, attach schedule showing computation of credit under section 960.

(1) NAME OF RELATED FOREIGN CORPORATION	(2) YEAR (See inst.)	(3) INCORPORATED UNDER THE LAWS OF (Name of country)	(4) GAINS, PROFITS, AND INCOME OF FOREIGN CORP. FOR YEAR FROM WHICH DIVIDENDS WERE PAID	(5) FOREIGN TAX PAID OR ACCRUED ON GAINS, PROFITS, AND INCOME IN COLUMN (4) (Attach receipt or return)	(6) ACCUMULATED PROFITS (Column (4) minus column (5))	(7) DIVIDENDS PAID BY RELATED FOREIGN CORPORATION	(8) FOREIGN TAX PAID ON ACCUMULATED PROFITS (Column (6) ÷ column (4) × column (5)) (See inst. for distributions after 1962.)	(9) TAX DEEMED * PAID BY RELATED FOREIGN CORPORATION (Schedule C, column (11))	(10) TOTAL OF COLUMN (8) PLUS COLUMN (9)	(11) TAX DEEMED TO HAVE BEEN PAID (Column (7) ÷ column (6) × column (10))
			Schedule							
				Attached						
					TOTAL	2,278,616.00				1,232,678

SCHEDULE C.—The following lines are for the computation of taxes deemed to have been paid by a related foreign corporation in respect of dividends from its foreign subsidiary—Column headings same as Schedule B.

U S GOVERNMENT PRINTING OFFICE : 1963 OF—677215

CONTAINER CORPORATION OF AMERICA

U. S. Corporation Income Tax Return
Calendar Year 1964

Schedule Attached to and Made a Part of Form 1118
Controlled Foreign Corporations - Earnings and Profits Data
(Statement Required by T.I.R. 651)

Name and Address of Controlled Foreign Corporation (Note (2))	Country of Incorporation	Total Gross Income	Total Deductions	Total Income, and Excess Profits Taxes	Earnings & Profits	1964 Subpart F Income	Previously Excluded Subpart F Income
Cartoenvases de Mexico, S. A. Lago Chapala 26 P Colonia Anahuac, Mexico, D. F.	Mexico	$ 587,893	$ 390,333	$ 105,383	$ 92,177	$ Note (1)	$
Carton y Papel de Mexico, S. A. Melchor Ocampo 463, Desp. 102, Mexico, D. F.	Mexico	2,398,718	887,430	690,823	820,365	Note (1)	
Carton de Colombia, S. A. Apartado Aereo 219, Cali, Colombia, S. A.	Colombia	6,486,313	1,628,127	2,553,755	2,304,431	Note (1)	
Carton de Venezuela, S. A. Apartado 609, Caracas, Venezuela, S. A.	Venezuela	2,629,911	424,423	808,010	1,397,478	Note (1)	
Cartones Nacionales, S. A. Apartado 1829, Edificio Easo, 12/C, Avenida Francisco de Miranda, Caracas, Venezuela	Venezuela	2,028,311	697,998	415,211	915,102	Note (1)	
Celulosa y Papel de Colombia Edificio Seguros Bolivar - 408, Carrera 10 No. 16-39, Bogata, D. E. Colombia	Colombia	104,111	107,936	--	(3,825)		
Corrugadora de Carton, S. A. Apartado 609, Caracas, Venezuela, S. A.	Venezuela	951,058	341,481	158,130	451,447	Note (1)	
Fibras Industriales de Venezuela Edificio Easo 3-1, Avenida Francisco de Mirando, Chacaito, Caracas, Venezuela	Venezuela	110,704	95,600	4,583	10,521	Note (1)	
Union Grafica, S. A. Apartado 3315, Catia - Caracas, Venezuela	Venezuela	479,443	176,736	67,692	235,015	Note (1)	

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CONTAINER CORPORATION OF AMERICA

U. S. Corporation Income Tax Return
Calendar Year 1964

Schedule Attached to and Made a Part of Form 1118
Controlled Foreign Corporations - Earnings and Profits Data
(Statement Required by T.I.R. 651) (Continued)

Name and Address of Controlled Foreign Corporation (Note (2))	Country of Incorporation	Total Gross Income	Total Deductions	Total Income, and Excess Profits Taxes	Earnings & Profits	1964 Subpart F Income	Previously Excluded Sub-part F Income
Carton Internacional, S. A. Avenida Central No. 16-A, Panama, R. de P.	Panama	$ 1,213,932	$ 42,184	$ -	$1,171,748	$1,171,748	$ 240,567
Europa Carton Austria Konstantingasse 6-8, Vienna, Austria	Austria	(52,986)	5,107		(58,093)		
Bremer Papier und Wellpappenfabrik Lubbecke, Westfallen, Germany	Germany	791,061	275,873	268,504	246,684	Note (1)	
Europa Carton, A. G. 3 Neuer Wall, Hamburg 36, Germany	Germany	2,311,905	1,432,721	361,590	517,594	Note (1)	
Cartiera Europa Carton Isoletta Sul Liri (Frosinoni), Italy	Italy	49,843	102,486	-	(52,643)		
Cartotecnica Europa Carton Orsenigo (Como), Italy	Italy	410,864	290,797	47,551	72,516	Note (1)	
Europa Carton Italiana, S.p.A Via Turati 6 - Milan, Italy	Italy	350	(87)	1,794	(1,357)		
Industrie Elecctromeccaniche Metalluriche Orsenigo (Como), Italy	Italy	(18,273)	(10,680)	1,295	(8,888)		
VOSA, S.p.A. Via Serravalle 35 bis, Novi Liguri, Italy	Italy	620,544	747,665	14,390	(141,511)		
N.V. Mercurius Golfcartonindustrie Kostverlorenveg, Soest, The Netherlands	Netherlands	616,090	218,969	199,689	197,432	Note (1)	

Note (1) Derives substantially all its income from the sale of goods manufactured in country of incorporation.
(2) Taxable year of all controlled foreign corporations is calendar year.

CONTAINER CORPORATION OF AMERICA

U. S. Corporation Income Tax Return
Calendar Year 1964

Schedule Attached to and Made a Part of Form 1118 - Schedule A

(1) Name of Foreign Country Imposing Tax	(2) Credit Claimed for Taxes (Date Accrued)	(3) Type of Tax	(4) Statute Imposing Tax	(5) Taxable Income	(6)(C) Taxes Paid or Accrued
Australia	1964	Income	Assessment Act (1941) Tax Treaty (1953)	$ 1,844.92	$ 645.72
Canada	1964	Income	Canadian Income Tax Act	11,421.09	3,637.08
Colombia	1964	Income	Decree 1987 and Law 21 (1963) Decree 437 (1961) Law 81 (1960)	260,407.08	26,022.00
German Federal Republic	1964	Income	Corporation and Business Tax	953,110.98	94,974.45
Italy	-	-	---	2,552.85	-
Mexico	1964	Income	Mexican Income Tax Act	96,426.85	40,239.66
Netherlands	1964	Income	Corporation Tax Act-1962	326,003.42	-
United Kingdom	-	-	---	49.47	-
Venezuela	1964	Income	Venezuela Income Tax Law	73,147.82	858.15
				$ 1,724,964.48	$ 166,377.06
Sec. 951 (a) (1) (A) (i) - Subpart F Income - 1964				1,171,748.00	81,888.00
Sec. 951 (a) (1) (A) (ii) - Subpart F. Income Withdrawn from Investment in Less Developed Countries - 1964				240,567.00	10,068.00
Total - for Computation of Overall Limitation				$ 3,137,279.48	$ 258,333.06

CONTAINER CORPORATION OF AMERICA

U. S. Corporation Income Tax Return
Calendar Year 1964

Schedule Attached to and Made a Part of Form 1118 - Schedule B

(1) Name of Related Foreign Corporation	(2) Year	(3) Incorporated Under the Laws of	(4) Gains, Profits, and Income of For. Corp.	(5) Foreign Tax Paid or Accrued	(6) Accumulated Profits	(7) Dividends Paid or Constructively Received	Dividends After Gross-Up	(8) For. Tax Paid on Accumulated Profits	(11) Tax Deemed to Have Been Paid
Carton de Colombia, S. A.	1964	Colombia	$ 4,858,186	$ 2,553,755	$ 2,304,431	$ 165,515		$ 1,211,348	$ 87,005
	1963	"	5,178,342	2,504,505	2,673,837	27,586		1,293,201	13,342
Europa Carton, A. G.	1964	German Fed. Republic	879,184	361,590	517,594	387,500	658,207		270,707
Bremer Papier u. Wellpappenfabrik,A.G.	1964	" "	515,188	268,504	246,684	107,460	224,425		116,965
N. V. Mercurius	1964	Holland	397,121	199,689	197,432	160,196	322,224		162,028
						$ 848,257	$1,204,856		$ 650,047
Constructive Distributions under Section 951 (a) (1) (A) (i) - Personal Holding Company Income (Dividends) Received in 1964 by Carton Internacional, S. A. (Panama) from Related Controlled Foreign Corp.									
Carton de Colombia, S.A.	1964	Colombia	4,858,186	2,553,755	2,304,431	504,000		1,211,348	264,933
	1963	"	5,178,342	2,504,505	2,673,837	84,000		1,293,201	40,627
Carton de Venezuela, S. A.	1964	Venezuela	2,205,488	808,010	1,397,478	355,520		511,985	130,249
Union Grafica, S. A.	1964	"	302,707	67,692	235,015	70,393		52,555	15,741
Corrugadora de Carton, S. A.	1964	"	609,577	158,130	451,447	175,982		117,110	45,651
						$ 1,189,895			$ 497,201
Constructive Distributions under Section 951 (a) (1) (A) (ii) -Subpart F Income Received and Reinvested By Carton Internacional in 1963, withdrawn from Investment in Less Developed Countries in 1964.									
Carton de Colombia, S. A.	1963	Colombia	5,178,342	2,504,505	2,673,837	60,277		1,293,201	29,153
	1962	"	3,954,361	1,730,701	2,223,660	10,716		973,227	4,690
Carton de Venezuela, S. A.	1963	Venezuela	1,332,642	410,372	922,270	117,655		284,002	36,231
	1961	"	1,236,695	348,211	888,484	20,638		250,167	5,811
Union Grafica, S.A.	1963	"	97,853	39,916	57,937	7,391		23,634	3,015
	1958	"	340,742	53,374	287,368	3,672		45,013	575
Corrugadora de Carton, S.A.	1963	"	392,818	116,282	276,536	20,115		81,860	5,955
						$ 240,464			$ 85,430
			Grand Total			$ 2,278,616			$1,232,678

CONTAINER CORPORATION OF AMERICA

U. S. Corporation Income Tax Return
Calendar Year 1964

Schedule Attached to and Made a Part of Form 1118
Controlled Foreign Corporations - Subpart F Income
(Statement Required by T.I.R. 651)

I.	Carton Internacional, S. A., Subpart F Income - 1964		
	Personal Holding Company Income:		
	Dividends from Related Companies -		
	Carton de Colombia, S. A.	$ 588,000	
	Union Grafica, S. A.	70,393	
	Corrugadora de Carton, S. A.	175,982	
	Carton de Venezuela, S. A.	355,520	
	Other Dividends - Miscellaneous	553	
	Interest Income	16,271	
	Exchange Gains	7,213	$1,213,932
	Related Expenses:		
	Losses on Exchange	$ 14,292	
	Legal and Accounting Fees	271	
	Miscellaneous Expenses	12,621	(42,184)
	Net Personal Holding Company Income - 1964		$1,171,748
II.	Carton Internacional, S. A., Previously Excluded Subpart F Income Withdrawn from Investment in Less Developed Countries:		
	Qualified Investments in Less Developed Country Corporations as of -		
	December 31, 1963		$12,662,492
	December 31, 1964		12,421,925
	Decrease		$ 240,567

CONTAINER CORPORATION OF AMERICA

U. S. Corporation Income Tax Return
Calendar Year 1964

Schedule Attached to and Made a Part of Form 1118
Controlled Foreign Corporations - Subpart F Income (Cont'd.)
(Statement Required by T.I.R. 651)

		Qualified Reinvestments 1963	Investments Withdrawn 1964
Personal Holding Company Income - 1963			
Dividends from Related Companies -			
Carton de Colombia, S. A.	$ 445,200		$ 70,993
Union Grafica, S. A.	69,379		11,063
Corrugadora de Carton, S. A.	126,144		20,115
Carton de Venezuela, S.A.	867,240		138,293
Other Dividends	529		84
Interest Income	3,701		591
Exchange Gains	3,680	1,515,873	588
Related Expenses:			
Losses on Exchange	5,300		(845)
Legal and Accounting Fees	329		(52)
Interest Expense	1,649	(7,278)	(263)
Net Personal Holding Company Income - 1963		$1,508,595	$ 240,567

Summary of Pages 1, 2 and 3

FORM 1118
(Rev. April 1963)
U.S. Treasury Department
Internal Revenue Service

STATEMENT IN SUPPORT OF CREDIT CLAIMED BY DOMESTIC CORPORATION FOR TAXES PAID OR ACCRUED TO FOREIGN COUNTRIES OR POSSESSIONS OF THE UNITED STATES

For Calendar Year 1965

Or other taxable year beginning ....., 19....., and ending ....., 19 .....

NAME	ADDRESS (Number and street, city or town, postal zone number, State)	EMPLOYER IDENTIFICATION NO
Container Corporation of America	38 South Dearborn Street, Chicago, Illinois - 60603	36-0947030

SCHEDULE A.—If the per-country limitation is elected, fill in columns 1 through 14, line by line; use total line only for column 14. If the overall limitation is elected, fill in columns 1 through 6, line by line including total line; use total line only for columns 7 through 14. Computation (lines A through H) is made under: ☐ per-country limitation, ☒ overall limitation.

LINE	(1) NAME OF FOREIGN COUNTRY OR U.S. POSSESSION IMPOSING TAX (Use a separate line for each)	(2) CREDIT CLAIMED FOR TAXES: Date paid	(2) CREDIT CLAIMED FOR TAXES: Date accrued	(3) TYPE OF TAX	(4) STATUTE IMPOSING TAX (Title, number, section, etc.)	(5) TAXABLE INCOME (OR LOSS) (Income from sources without the U.S. less allocable deductions. See inst. for gross-up of dividends)	(6) TAXES PAID OR ACCRUED (Attach receipt or return): (a) In foreign currency	(b) Conversion rate	(c) In dollars
A									
B				Summary	- Page 1	1,786,610.83			139,574.63
C				Summary	- Page 2	2,485,125.00			97,395.00
D				Summary	- Page 3	1,268,644.00			53,063.00
E									
F									
G									
H									
	Use this line for computation of overall limitation only				TOTALS	5,540,379.83			290,332.63
	INTEREST (See instruction J)			Summary	- Page 1	137,565.78			21,584.09
				Summary	- Page 2	26,397.00			-
				Summary	- Page 3	(616.00)			-
					TOTALS	5,703,726.61			311,916.72

LINE	(7) TAX DEEMED TO HAVE BEEN PAID (From column 11, schedule B)	(8) CARRYBACK OR CARRYOVER (Attach schedule)	(9) TOTAL FOREIGN TAXES (Sum of columns 6c, 7, and 8)	(10) TOTAL U.S. INCOME TAX REPORTED ON FORM 1120	(11) TAXABLE INCOME FROM ALL SOURCES (Reported on Form 1120)	(12) COLUMN (5) DIVIDED BY COLUMN (11)	(13) LIMITATION (Column (10) multiplied by column (12))	(14) CREDIT (Column (13) or column (9) whichever is less)
A								
B								
C	715,562	Page 1	855,136.63					
D	953,720	Page 2	1,051,415.00					
E	450,299	Page 3	503,362.00					
F								
G								
H								
TOTALS	2,119,581		2,409,913.63	16,951,883.63	35,975,903.62	15.40025	2,610,632.46	2,409,913.63
INTEREST	-	Page 1	21,584.09	16,951,883.63	35,975,903.62	0.38238	64,820.61	21,584.09
	-	Page 2	-					
	-	Page 3	-					
TOTALS	2,119,581		2,431,497.72	16,951,883.63	35,975,903.62			2,431,497.72

SCHEDULE B.—Taxes paid or accrued to a foreign country or a possession of the United States by (1) a related foreign corporation or (2) a related domestic corporation entitled to the benefits of section 931 or 941 (S
instructions). For constructive distributions under section 951, attach schedule showing computation of credit under section 960.

(1) NAME OF RELATED FOREIGN CORPORATION	(2) YEAR (See inst.)	(3) INCORPORATED UNDER THE LAWS OF (Name of country)	(4) GAINS, PROFITS, AND INCOME OF FOREIGN CORP. FOR YEAR FROM WHICH DIVIDENDS WERE PAID	(5) FOREIGN TAX PAID OR ACCRUED ON GAINS, PROFITS, AND INCOME IN COLUMN (4) (Attach receipt or return)	(6) ACCUMULATED PROFITS (Column (4) minus column (5))	(7) DIVIDENDS PAID BY RELATED FOREIGN CORPORATION	(8) FOREIGN TAX PAID ON ACCUMULATED PROFITS (Column (6) ÷ column (4) × column (5)) (See inst. for distributions after 1962.)	(9) TAX DEEMED PAID BY RELATED FOREIGN CORPORATION (Schedule C, column (11))	(10) TOTAL OF COLUMN (8) PLUS COLUMN (9)	(11) TAX DEEMED TO HAVE BEEN PAID (Column (7) ÷ column (6) × column (10))
					Summary Page 1					
					Summary Page 2					
					Summary Page 3					
					TOTAL					

SCHEDULE C.—The following lines are for the computation of taxes deemed to have been paid by a related foreign corporation in respect of dividends from its foreign subsidiary—Column headings same as Schedule B.

U.S. GOVERNMENT PRINTING OFFICE : 1963 O—672215

FORM 1118
(Rev. April 1963)
U.S. Treasury Department
Internal Revenue Service

STATEMENT IN SUPPORT OF CREDIT CLAIMED BY DOMESTIC CORPORATION FOR TAXES PAID OR ACCRUED TO FOREIGN COUNTRIES OR POSSESSIONS OF THE UNITED STATES

For Calendar Year 1965

Or other taxable year beginning ....., 19....., and ending ....., 19 .....

NAME	ADDRESS (Number and street, city or town, postal zone number, State)	EMPLOYER IDENTIFICATION NO.
Container Corporation of America	38 South Dearborn Street, Chicago, Illinois - 60603	36-0947030

SCHEDULE A.—If the per-country limitation is elected, fill in columns 1 through 14, line by line; use total line only for column 14. If the overall limitation is elected, fill in columns 1 through 6, line by line including total line; use total line only for columns 7 through 14. Computation (lines A through H) is made under: ☐ per-country limitation, ☒ overall limitation.

LINE	(1) NAME OF FOREIGN COUNTRY OR U.S. POSSESSION IMPOSING TAX (Use a separate line for each)	(2) CREDIT CLAIMED FOR TAXES: Date paid	(2) CREDIT CLAIMED FOR TAXES: Date accrued	(3) TYPE OF TAX	(4) STATUTE IMPOSING TAX (Title, number, section, etc.)	(5) TAXABLE INCOME (OR LOSS) (Income from sources without the U.S. less allocable deductions. See inst. for gross-up of dividends)	(6) TAXES PAID OR ACCRUED (Attach receipt or return): (a) In foreign currency	(6) (b) Conversion rate	(6) (c) In dollars
A	Australia		1965	Income	Assessment Act (1941)	3,198.83			1,199.56
B	Canada		1965	Income	Canadian Income Tax Act	16,817.44			2,429.35
C	Colombia		1965	Income	Law 81 (1960) Decree 437	209,092.09			18,544.67
D					(1961) Decree 2323 (1965)				
E	German Fed. Republic		1965	Income	Corp. and Business Tax	1,076,229.93			69,119.54
F	Mexico		1965	Income	Mexican Income Tax Act	103,047.54			48,281.21
G	Netherlands		1965	Income	Corporation Tax Act - 1962	320,100.00			-
H	Italy	-	-	-	-	14,625.00			-
	Venezuela	-	-	-	-	43,500.00			-
	Use this line for computation of overall limitation only				TOTALS	1,786,610.83			139,574.63
INTEREST (See instruction J)	Canada					137,565.76			21,584.09
					TOTALS	1,924,176.61			161,158.72

LINE	(7) TAX DEEMED TO HAVE BEEN PAID (From column 11, schedule B)	(8) CARRYBACK OR CARRYOVER (Attach schedule)	(9) TOTAL FOREIGN TAXES (Sum of columns 6c, 7, and 8)	(10) TOTAL U.S. INCOME TAX REPORTED ON FORM 1120	(11) TAXABLE INCOME FROM ALL SOURCES (Reported on Form 1120)	(12) COLUMN (5) DIVIDED BY COLUMN (11)	(13) LIMITATION (Column (10) multiplied by column (12))	(14) CREDIT (Column (13) or column (9) whichever is less)
A								
B								
C								
D					Refer to Summary Sheet			
E								
F								
G								
H								
TOTALS	715,562		855,136.63					
INTEREST								
			21,584.09					
TOTALS	715,562		876,720.72					

SCHEDULE B.—Taxes paid or accrued to a foreign country or a possession of the United States by (1) a related foreign corporation or (2) a related domestic corporation entitled to the benefits of section 931 or 941 (See instructions). For constructive distributions under section 951, attach schedule showing computation of credit under section 960.

(1) NAME OF RELATED FOREIGN CORPORATION	(2) YEAR (See inst.)	(3) INCORPORATED UNDER THE LAWS OF (Name of country)	(4) GAINS, PROFITS, AND INCOME OF FOREIGN CORP. FOR YEAR FROM WHICH DIVIDENDS WERE PAID	(5) FOREIGN TAX PAID OR ACCRUED ON GAINS, PROFITS, AND INCOME IN COLUMN (4) (Attach receipt or return)	(6) ACCUMULATED PROFITS (Column (4) minus column (5))	(7) DIVIDENDS PAID BY RELATED FOREIGN CORPORATION	(8) FOREIGN TAX PAID ON ACCUMULATED PROFITS (Column (6) ÷ column (4) × column (5)) (See inst. for distributions after 1962.)	(9) TAX DEEMED PAID BY RELATED FOREIGN CORPORATION (Schedule C, column (11))	(10) TOTAL OF COLUMN (8) PLUS COLUMN (9)	(11) TAX DEEMED TO HAVE BEEN PAID (Column (7) ÷ column (6) × column (10))
Carton de Colombia	'65	Colombia	2,612,619	1,484,104	1,128,515	329,042	641,056		641,056	186,913
Carton de Colombia	'64	Colombia	4,858,186	2,553,755	2,304,431	77,614	1,211,348		1,211,348	40,799
Carton de Venezuela	'65	Venezuela	2,599,437	332,257	1,667,180	764,368	597,914		597,914	274,131
Union Grafica	'65	Venezuela	422,292	128,115	294,177	106,656	89,247		89,247	32,357
Corrugadora de Carton	'65	Venezuela	746,938	234,542	512,396	355,520	160,895		160,895	111,635
Cartones Nacionales	'65	Venezuela	1,628,677	479,184	1,149,493	364,408	338,200		338,200	107,215
Cartoenvases de Mexico	'65	Mexico	152,029	62,374	89,655	89,655	36,783		36,782	36,783
Cartoenvases de Mexico	'64	Mexico	197,560	93,792	103,768	103,768	49,264		49,264	49,264
Cartoenvases de Mexico	'63	Mexico	28,581	951	27,630	27,630	919		919	919
Cartoenvases de Mexico	'62	Mexico	221,270	83,257	138,013	54,804	51,930		51,930	20,621
Carton y Papel	'65	Mexico	2,129,038	988,412	1,140,626	200,500	529,539		529,539	93,083
					TOTAL	2,473,965				953,720

SCHEDULE C.—The following lines are for the computation of taxes deemed to have been paid by a related foreign corporation in respect of dividends from its foreign subsidiary—Column headings same as Schedule B.

U.S. GOVERNMENT PRINTING OFFICE : 1963 OF—677215

Part 2 - "Subpart F" Income Under Sec. 951(a)(1)(A)(i) - Carton Internacional, S. A. (Panama)

FORM 1118
(Rev. April 1963)
U.S. Treasury Department
Internal Revenue Service

STATEMENT IN SUPPORT OF CREDIT CLAIMED BY DOMESTIC CORPORATION FOR TAXES PAID OR ACCRUED TO FOREIGN COUNTRIES OR POSSESSIONS OF THE UNITED STATES

For Calendar Year 1965

Or other taxable year beginning ..... , 19..... , and ending ..... , 19 .....

NAME	ADDRESS (Number and street, city or town, postal zone number, State)	EMPLOYER IDENTIFICATION NO.
Container Corporation of America	38 South Dearborn Street, Chicago, Illinois - 60603	36-0947030

SCHEDULE A.—If the per-country limitation is elected, fill in columns 1 through 14, line by line; use total line only for column 14. If the overall limitation is elected, fill in columns 1 through 6, line by line including total line; use total line only for columns 7 through 14. Computation (lines A through H) is made under: ☐ per-country limitation, ☒ overall limitation.

LINE	(1) NAME OF FOREIGN COUNTRY OR U.S. POSSESSION IMPOSING TAX (Use a separate line for each)	(2) CREDIT CLAIMED FOR TAXES: Date paid	(2) CREDIT CLAIMED FOR TAXES: Date accrued	(3) TYPE OF TAX	(4) STATUTE IMPOSING TAX (Title, number, section, etc.)	(5) TAXABLE INCOME (OR LOSS) (Income from sources without the U.S. less allocable deductions. See inst. for gross-up of dividends)	(6) TAXES PAID OR ACCRUED (Attach receipt or return): (a) In foreign currency	(6) (b) Conversion rate	(6) (c) In dollars
A	Colombia		1965	Income	Law 81 (1960) Decree 437	417,181			54,630
B					(1961) Decree 2323 (1965)				
C	Mexico		1965	Income	Mexican Income Tax Act	476,357			43,065
D	Venezuela		1965	Income	Venezuelan Income Tax Law	1,590,750			
E	Italy					243			
F	Austria					834			
G	Panama					(240)			
H									
	Use this line for computation of overall limitation only				TOTALS	2,485,125			97,695
	INTEREST (See instruction 1): Miscellaneous - U. S. Source Income					26,397			
					TOTALS	2,511,522			97,695

LINE	(7) TAX DEEMED TO HAVE BEEN PAID (From column 11, schedule B)	(8) CARRYBACK OR CARRYOVER (Attach schedule)	(9) TOTAL FOREIGN TAXES (Sum of columns 6c, 7, and 8)	(10) TOTAL U.S. INCOME TAX REPORTED ON FORM 1120	(11) TAXABLE INCOME FROM ALL SOURCES (Reported on Form 1120)	(12) COLUMN (5) DIVIDED BY COLUMN (11)	(13) LIMITATION (Column (10) multiplied by column (12))	(14) CREDIT (Column (13) or column (9) whichever is less)
A								
B								
C								
D								
E				Refer to Summary Sheet				
F								
G								
H								
TOTALS	953,720	-	1,051,415					
INTEREST								
TOTALS	953,720		1,051,415					

SCHEDULE B.—Taxes paid or accrued to a foreign country or a possession of the United States by (1) a related foreign corporation or (2) a related domestic corporation entitled to the benefits of section 931 or 941 (See instructions). For constructive distributions under section 951, attach schedule showing computation of credit under section 960.

(1) NAME OF RELATED FOREIGN CORPORATION	(2) YEAR (See inst.)	(3) INCORPORATED UNDER THE LAWS OF (Name of country)	(4) GAINS, PROFITS, AND INCOME OF FOREIGN CORP. FOR YEAR FROM WHICH DIVIDENDS WERE PAID	(5) FOREIGN TAX PAID OR ACCRUED ON GAINS, PROFITS, AND INCOME IN COLUMN (4) (Attach receipt or return)	(6) ACCUMULATED PROFITS (Column (4) minus column (5))	(7) DIVIDENDS PAID BY RELATED FOREIGN CORPORATION	(8) FOREIGN TAX PAID ON ACCUMULATED PROFITS (Column (6) ÷ column (4) × column (5)) (See inst. for distributions after 1962.)	(9) TAX DEEMED PAID BY RELATED FOREIGN CORPORATION (Schedule C, column (11))	(10) TOTAL OF COLUMN (8) PLUS COLUMN (9)	(11) TAX DEEMED TO HAVE BEEN PAID (Column (7) ÷ column (6) × column (10))
Carton de Colombia,S.A.	'65	Colombia	2,612,619	1,484,104	1,128,515	108,090	641,056	-	641,056	61,401
	'64	Colombia	4,858,186	2,553,755	2,304,431	25,498	1,211,348	-	1,211,348	13,403
Europa Carton, A.G.	'65	German Fed. Republic	2,320,105	1,142,554	1,177,551	387,500				375,984
						375,984	Gross Up			
Bremer Papier und Wellpappenfabrik,A.G.	'65	German Federal Republic	587,880	294,500	293,380	107,460				107,870
						107,870	Gross Up			
N. V. Mercurius	'65	Netherlands	431,444	213,483	217,961	160,196				156,904
						156,904	Gross Up			
					TOTAL	1,429,502				715,562

SCHEDULE C.—The following lines are for the computation of taxes deemed to have been paid by a related foreign corporation in respect of dividends from its foreign subsidiary—Column headings same as Schedule B.

U.S. GOVERNMENT PRINTING OFFICE : 1963 OF—677215

Page 3 - "Subpart F Income" under Sec. 951(a)(1)(A)(ii) - Withdrawn from Investment in Less Developed Countries

FORM 1118
(Rev. April 1963)
U.S. Treasury Department
Internal Revenue Service

STATEMENT IN SUPPORT OF CREDIT CLAIMED BY DOMESTIC CORPORATION FOR TAXES PAID OR ACCRUED TO FOREIGN COUNTRIES OR POSSESSIONS OF THE UNITED STATES

For Calendar Year 1965

Or other taxable year beginning ....., 19....., and ending ....., 19 .....

NAME	ADDRESS (Number and street, city or town, postal zone number, State)	EMPLOYER IDENTIFICATION NO.
Container Corporation of America	38 South Dearborn Street, Chicago, Illinois - 60603	36-0947030

SCHEDULE A.—If the per-country limitation is elected, fill in columns 1 through 14, line by line; use total line only for column 14. If the overall limitation is elected, fill in columns 1 through 6, line by line including total line; use total line only for columns 7 through 14. Computation (lines A through H) is made under: ☐ per-country limitation, ☒ overall limitation.

LINE	(1) NAME OF FOREIGN COUNTRY OR U.S. POSSESSION IMPOSING TAX (Use a separate line for each)	(2) CREDIT CLAIMED FOR TAXES: Date paid	(2) CREDIT CLAIMED FOR TAXES: Date accrued	(3) TYPE OF TAX	(4) STATUTE IMPOSING TAX (Title, number, section, etc.)	(5) TAXABLE INCOME (OR LOSS) (Income from sources without the U.S. less allocable deductions. See inst. for gross-up of dividends)	(6) TAXES PAID OR ACCRUED (Attach receipt or return): (a) In foreign currency	(6) (b) Conversion rate	(6) (c) In dollars
A	Colombia		1963	Income	Law 81 (1960) Decree 437	370,197			52,860
B					(1961) Decree 1987 and				
C					Law 21 (1963)				
D	Venezuela		1963	Income	Venezuelan Income Tax Law	898,226			
E	Mexico		1963	Income	Mexican Income Tax Act	498			203
F	Panama					(277)			
G									
H									
	Use this line for computation of overall limitation only				TOTALS	1,268,644			53,063
	INTEREST (See instruction 3): Miscellaneous - U. S. Source					(616)			
					TOTALS	1,268,028			53,063

LINE	(7) TAX DEEMED TO HAVE BEEN PAID (From column 11, schedule B)	(8) CARRYBACK OR CARRYOVER (Attach schedule)	(9) TOTAL FOREIGN TAXES (Sum of columns 6c, 7, and 8)	(10) TOTAL U.S. INCOME TAX REPORTED ON FORM 1120	(11) TAXABLE INCOME FROM ALL SOURCES (Reported on Form 1120)	(12) COLUMN (5) DIVIDED BY COLUMN (11)	(13) LIMITATION (Column (10) multiplied by column (12))	(14) CREDIT (Column (13) or column (9) whichever is less)
A								
B								
C								
D								
E				Refer to Summary Sheet				
F								
G								
H								
TOTALS	450,299		503,362					
TOTALS INTEREST								
TOTALS	450,299		503,362					

SCHEDULE B.—Taxes paid or accrued to a foreign country or a possession of the United States by (1) a related foreign corporation or (2) a related domestic corporation entitled to the benefits of section 931 or 941 (See instructions). For constructive distributions under section 951, attach schedule showing computation of credit under section 960.

(1) NAME OF RELATED FOREIGN CORPORATION	(2) YEAR (See inst.)	(3) INCORPORATED UNDER THE LAWS OF (Name of country)	(4) GAINS, PROFITS, AND INCOME OF FOREIGN CORP. FOR YEAR FROM WHICH DIVIDENDS WERE PAID	(5) FOREIGN TAX PAID OR ACCRUED ON GAINS, PROFITS, AND INCOME IN COLUMN (4) (Attach receipt or return)	(6) ACCUMULATED PROFITS (Column (4) minus column (5))	(7) DIVIDENDS PAID BY RELATED FOREIGN CORPORATION	(8) FOREIGN TAX PAID ON ACCUMULATED PROFITS (Column (6) ÷ column (4) × column (5)) (See inst. for distributions after 1962.)	(9) TAX DEEMED PAID BY RELATED FOREIGN CORPORATION (Schedule C, column (11))	(10) TOTAL OF COLUMN (8) PLUS COLUMN (9)	(11) TAX DEEMED TO HAVE BEEN PAID (Column (7) ÷ column (6) × column (10))
Carton de Colombia	'63	Colombia	5,178,342	2,504,505	2,673,837	317,723	1,293,201		1,293,201	153,667
Carton de Colombia	'62	Colombia	3,954,361	1,730,701	2,223,660	56,484	973,227		973,227	24,721
Carton de Venezuela	'63	Venezuela	1,332,642	410,372	922,270	620,161	284,002		284,002	190,971
Carton de Venezuela	'61	Venezuela	1,236,695	348,211	888,484	108,786	250,167		250,167	30,630
Union Grafica	'63	Venezuela	97,853	39,916	57,937	38,959	23,634		23,634	15,892
Union Grafica	'58	Venezuela	340,742	53,374	287,368	19,357	45,013		45,013	3,032
Corrugadora de Carton	'63	Venezuela	392,818	116,282	276,536	106,029	81,860		81,860	31,386
					TOTAL	1,267,499				450,299

SCHEDULE C.—The following lines are for the computation of taxes deemed to have been paid by a related foreign corporation in respect of dividends from its foreign subsidiary—Column headings same as Schedule B.

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